

# Exhibit 1

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7 The Honorable John H. Chun  
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12 UNITED STATES DISTRICT COURT  
13 WESTERN DISTRICT OF WASHINGTON  
14 AT SEATTLE  
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17 ELIZABETH DE COSTER, et al., on behalf of  
18 themselves and all others similarly situated,  
19

20 Plaintiffs,  
21  
22 v.  
23

24 AMAZON.COM, INC., a Delaware  
25 corporation,  
26

Defendant.

Case No. 2:21-cv-00693-JHC

17 DEBORAH FRAME-WILSON, et al., on behalf  
18 of themselves and all others similarly situated,  
19

20 Plaintiffs,  
21  
22 v.  
23

24 AMAZON.COM, INC., a Delaware  
25 corporation,  
26

Defendant.

Case No. 2:20-cv-00424-JHC

21 CHRISTOPHER BROWN, et al., on behalf of  
22 themselves and all others similarly situated,  
23

24 Plaintiffs,  
25  
26 v.  
27

28 AMAZON.COM, INC., a Delaware  
corporation,  
Defendant.

Case No. 2:22-cv-00965-JHC

**RESPONSES AND OBJECTIONS OF DEFENDANT AMAZON.COM, INC. TO  
PLAINTIFFS' SEVENTH SET OF REQUESTS FOR PRODUCTION AND  
FOURTH SET OF INTERROGATORIES**

Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure (the “Federal Rules”), and the Local Rules of the United States District Court for the Western District of Washington (the “Local Rules”), Defendant Amazon.com, Inc. (“Amazon”), by its attorneys Paul, Weiss, Rifkind, Wharton & Garrison LLP, hereby responds and objects to Plaintiffs’ Seventh Set of Requests for Production and Fourth Set of Interrogatories, dated March 25, 2025 (the “Requests”), in the above-captioned cases (the “Actions”).

## **PRELIMINARY STATEMENT AND RESERVATION OF RIGHTS**

1. The responses and objections set forth below are based upon information now available to Amazon, as could be reasonably gathered in the timeframe provided for Amazon's responses. Without obligating itself to do so, Amazon reserves its right to amend, supplement, correct, or clarify its responses and objections and to present any further information that may be identified hereafter.

2. Amazon makes the responses and objections without waiving or intending to waive: (a) any objections as to the competency, relevancy, materiality, privilege, or admissibility of any information or documents produced in response to the Requests; (b) the right to object on any ground to the use of the information or documents produced in response to the Requests at any hearing or at trial; (c) the right to object on any ground, at any time, to a request for further responses to the Requests; (d) the right to use or rely on, at any time, subsequently discovered information or information omitted from these responses; and (e) the right to revise, amend, supplement, or clarify any of Amazon's responses or objections.

## **GENERAL OBJECTIONS**

Amazon hereby incorporates the following general objections into each of its specific responses and objections to the individual Requests as if fully set forth therein:

1. Amazon objects to all the Requests herein as an improper fishing expedition. Plaintiffs concede that these Requests are motivated by antitrust scholar Dr. Herbert Hovenkamp's critique of their proposed market definition in the Actions, discussed during the "Economics Day"

1 hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D. Wash.), and that the sole basis  
 2 for the Requests is the speculation contained in a 2021 letter by the “Revolving Door Project”  
 3 questioning Dr. Hovenkamp’s impartiality as to companies that are not even litigants in the  
 4 Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr. Hovenkamp, especially  
 5 in light of his direct repudiation of the Revolving Door Project’s claims. *See* Herbert Hovenkamp,  
 6 (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM), <https://tinyurl.com/ytj62jtw> (responding to  
 7 the Revolving Door Project that he has received “[n]o payments since [2002], no grants, and no  
 8 paid board memberships” from any technology company); *see also* Herbert Hovenkamp  
 9 (@Sherman1890), X.COM (June 9, 2024, 7:19 PM), <https://tinyurl.com/3uxpkh9a> (“[I] get no  
 10 money from CTIC [Center for Technology, Innovation & Competition at his university, the  
 11 University of Pennsylvania] and none from any single firm. My \$ are all from the Upenn and  
 12 [W]harton General employment funds. You are not thinking through what is entailed if every  
 13 academic had to run every general funding source all the way up the ladder.”).

14       2.     Further, there is no conceivable connection between the other individuals  
 15 specifically identified in the requests – or the countless unnamed individuals to whom the  
 16 Requests might conceivably pertain – to the Actions at bar. The Requests seek information that  
 17 is entirely irrelevant, based on unfounded assumptions, and are inappropriate.

18       3.     Amazon objects to Plaintiffs’ Requests, and to the Definitions and Instructions set  
 19 forth therein (“Requests, Definitions, and Instructions”), to the extent that they impose any  
 20 differing or additional obligations from those required by the Federal Rules, the Local Rules, or  
 21 any other applicable rule, law, or doctrine, the ESI Protocols and Protective Orders entered in the  
 22 Actions or any other court order, or any agreements between Amazon and Plaintiffs (the  
 23 “Applicable Laws, Rules, and Agreements”), on the ground that such a requirement, instruction,  
 24 or definition exceeds the scope of permissible discovery and attempts to impose an unreasonable  
 25 burden and expense on Amazon. To the extent any Request, Definition, or Instruction conflicts  
 26 with, or purports to impose additional or different duties and obligations, Amazon will respond in  
 27 accordance with the Applicable Laws, Rules, and Agreements.

28       4.     Amazon objects to the Requests, Definitions, and Instructions to the extent that

1 they are overly broad, vague, ambiguous, and unduly burdensome; or seek documents and  
 2 information that are neither relevant nor proportional to the needs of the Actions.

3       5. Amazon objects to the Requests, Definitions, and Instructions to the extent they  
 4 seek information or documents or seek to impose a search for information or documents: (a) not  
 5 within Amazon's possession, custody, or control; (b) not maintained by Amazon in the normal  
 6 course of business; (c) already in the possession, custody, or control of Plaintiffs; (d) readily  
 7 available through public sources or from sources that are more convenient, less burdensome, or  
 8 less expensive; or (e) from sources that are more readily available to Plaintiffs than to Amazon.  
 9 Amazon further objects to the extent the burden or expense of the proposed discovery outweighs  
 10 its likely benefit.

11       6. Amazon objects to the Requests, Definitions, and Instructions to the extent that  
 12 they seek documents and information protected from disclosure by privileges and other  
 13 protections from production, including, without limitation: (a) the attorney-client privilege; (b)  
 14 the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory  
 15 protection, immunity, or proscription from disclosure. In responding to the Requests, Amazon  
 16 will not produce documents protected by such privileges. Where Amazon withholds information  
 17 under claim of privilege, Amazon will adhere to the requirements under the ESI Protocol.  
 18 Amazon does not intend the inadvertent production of any privileged or protected information to  
 19 constitute a waiver of Amazon's rights to assert any applicable privilege or protection, and  
 20 Amazon further reserves the right to demand that Plaintiffs return, destroy, or sequester any  
 21 privileged or protected documents inadvertently produced and all copies thereof consistent with  
 22 Fed. R. Civ. P. 26(b)(5)(B) and the terms and conditions of the ESI Protocols and Protective  
 23 Orders entered in the Actions.

24       7. Amazon objects to the Requests, Definitions, and Instructions to the extent that  
 25 they purport to require Amazon to produce documents in violation of a legal, contractual, or other  
 26 obligation of nondisclosure owed to a third party. Amazon will not provide documents or  
 27 information subject to any such obligation unless and until it receives the necessary consent from  
 28 any such third party or, in the absence of such consent, unless and until it is ordered to do so by a

1 court of competent jurisdiction.

2       8. Amazon objects to the Requests, Definitions, and Instructions to the extent that  
 3 they seek confidential, trade secret, competitively sensitive, business, financial, or other  
 4 proprietary information. To the extent documents containing any such information are  
 5 nonprivileged, responsive to the Requests, and are not otherwise objectionable, Amazon will only  
 6 produce such documents and information subject to the ESI Protocols and Protective Orders  
 7 entered in the Actions. Amazon further reserves the right to redact or otherwise withhold any  
 8 confidential, proprietary, trade secret, or competitively sensitive information that is neither  
 9 relevant nor proportional to the needs of the Actions.

10     9. Amazon objects to the definitions of “Amazon,” “You,” and “Your” as vague,  
 11 ambiguous, overbroad, unduly burdensome, and oppressive to the extent it includes entities or  
 12 persons other than Amazon.com, Inc. and persons or entities under its direct control, such as  
 13 persons or entities who were previously, but no longer are, associated with Amazon. Because  
 14 Amazon has no authority or control over these entities or persons, it has no obligation under the  
 15 Applicable Laws, Rules, and Agreements to search for or provide documents possessed by them.  
 16 Amazon will construe the definition of “Amazon,” “You,” and “Your” to refer only to  
 17 Amazon.com, Inc.

18     10. Amazon objects to the definition of “Amazon’s Agents” as vague, ambiguous,  
 19 overbroad, unduly burdensome, and oppressive to the extent it includes entities or persons other  
 20 than Amazon.com, Inc. and persons or entities under its direct control, such as persons or entities  
 21 who were previously, but no longer are, associated with Amazon. Because Amazon has no  
 22 authority or control over these entities or persons, it has no obligation under the Applicable Laws,  
 23 Rules, and Agreements to search for or provide documents possessed by them. Amazon further  
 24 objects to the definition of “Amazon’s Agents” as vague, ambiguous, overbroad, unduly  
 25 burdensome, and oppressive to the extent the phrase “persons acting on Amazon’s behalf for the  
 26 purposes of the communication” is vague and unintelligible. Amazon further objects to the  
 27 definition of “Amazon’s Agents” as inclusive of “its attorneys” to the extent it calls for documents  
 28 protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other

constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure.

11. Amazon objects to the definition of “Concerning” as vague, ambiguous, overbroad, unduly burdensome, and oppressive insofar as it imposes obligations that go beyond the requirements of the Applicable Laws, Rules, and Agreements to the extent it includes “relating to, referring to, describing, evidencing or constituting.” Amazon interprets this term (and any form thereof) throughout its responses as specifically “mentioning” or “referring to,” unless otherwise specified, as any other definition would require Amazon to guess at the information sought, in violation of the Applicable Laws, Rules, and Agreements.

12. Amazon objects to the definition of “Person” as vague, ambiguous, overbroad, unduly burdensome, and oppressive to the extent it includes entities or persons other than Amazon.com, Inc. and persons or entities under its direct control, such as persons or entities who were previously, but no longer are, associated with Amazon. Because Amazon has no authority or control over these entities or persons, it has no obligation under the Applicable Laws, Rules, and Agreements to search for or provide documents possessed by them. Amazon further objects to the definition of “Person” as inclusive of “any law firm acting on Amazon’s behalf” to the extent it calls for documents protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure.

## INTERROGATORIES

## **INTERROGATORY NO. 8:**

Identify by name each economist, antitrust scholar and/or each economic association to whom Amazon or its Agents have provided payment or funding in connection with his, her, or its economic, academic, or opinion work related to competition, market definition, retail markets, online markets, markets for marketplace services, most-favored-nation (MFN or PMFN) or price parity policies, MMAs, price competitiveness, or Amazon's specific business practices, including any funding or payments made in connection with any economics or legal research papers, including both published and unpublished manuscripts, academic research grants,

1 including grants for research not associated with specific research papers, and any funding or  
 2 payments in connection with litigation consulting services or expert testimony.

3 For each such economist, antitrust scholar and/or economic association, identify  
 4 with specificity the research grants, economics research papers, and litigation matters, and the  
 5 amount of money paid by Amazon in connection with any corresponding grants, funding, and  
 6 payments.

7 **ANSWER:**

8 Amazon objects to this Request as overbroad, unduly burdensome, not  
 9 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,  
 10 to the extent it seeks information regarding Amazon's relationship with "economist[s], antitrust  
 11 scholar[s] and/or [] economic association[s]" regardless of whether such information has any  
 12 connection to the Actions or to the claims or defenses therein. Amazon further objects to this  
 13 Request in that it appears intended to harass and annoy Amazon, its employees and third parties,  
 14 to increase the cost of litigation, and to impeach the integrity of persons who have not been  
 15 identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund,*  
 16 *Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) ("discovery should be denied when a party's aim  
 17 is to . . . harass the person" or to "gather information for use in proceedings other than the pending  
 18 suit"). Amazon further objects to this request to the extent it is not consistent with the Federal  
 19 Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly  
 20 seeks the disclosure of information regarding experts not retained by Amazon in connection with  
 21 the Actions or otherwise seeks information regarding the opinions of experts "retained . . . in  
 22 anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at  
 23 trial." Amazon further objects to this Request as not consistent with the Stipulated Motion and  
 24 Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from  
 25 seeking "discovery or disclosure with respect to non-testifying experts." *Frame-Wilson*, Dkt. No.  
 26 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained  
 27 experts to consult on the Actions, those experts would not be subject to discovery. Insofar as  
 28 Amazon retained those individuals as experts in connection with other matters, that relationship

is irrelevant to the Actions. Amazon further objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks “*each economist, antitrust scholar and/or each economic association* to whom Amazon or its Agents have provided payment or funding in connection with his, her, or its economic, academic, or opinion work.” It is not practical, reasonable, or proportionate to the needs of the Actions to identify each economist, antitrust scholar or economic association with which “Amazon” or its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have had a relationship, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to this Request as it includes, at minimum, two discrete subparts and thus is counted as two Requests. Amazon further objects to the terms “economist,” “antitrust scholar,” “economic association,” “research grants,” “economics research papers,” “litigation consulting services,” “competition,” “market definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and undefined. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure.

Subject to and in light of these objections, Amazon does not believe any response to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this Request to the extent Plaintiffs can identify with specificity any information called for by this Request that is relevant and reasonably tailored to the needs of the Actions that has not already been provided or is not otherwise already reasonably accessible to Plaintiffs.

**INTERROGATORY NO. 9:**

Identify with specificity each Publication Amazon or its Agents placed, updated, authored, or published in coordination with other Persons, including, but not limited to, providing

1       drafts or comments on Publications to be published over the name of a third party, providing  
 2       information on background, or connecting reporters to third parties for quotes or comments,  
 3       related to competition, market definition, retail markets, online markets, markets for marketplace  
 4       services, most-favored-nation (MFN or PMNF) or price parity policies, MMAs, price  
 5       competitiveness, or Amazon's specific business practices.

6       **ANSWER:**

7           Amazon objects to this Request as overbroad, unduly burdensome, not  
 8       proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,  
 9       to the extent it seeks information regarding each "Publication Amazon or its Agents placed,  
 10      updated, authored, or published in coordination with other Persons, including . . . providing drafts  
 11      or comments on Publications to be published over the name of a third party, providing information  
 12      on background, or connecting reporters to third parties for quotes or comments" regardless of  
 13      whether such information has any connection to the Actions or to the claims or defenses therein.  
 14      It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and  
 15      every Publication as to which "Amazon" or its "Agents" (as defined by the Requests or as defined  
 16      by any reasonable definition) may have provided "information on background" or spoke with a  
 17      reporter regarding Amazon's business, nor is such an inquiry relevant to Plaintiffs' claims.  
 18      Amazon specifically adopts its Tenth General Objection above to the definition of "Amazon's  
 19      Agents" herein. Amazon further objects to this Request in that it appears intended to harass and  
 20      annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach  
 21      the integrity of persons who have not been identified as witnesses and will not serve as witnesses  
 22      in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)  
 23      ("discovery should be denied when a party's aim is to . . . harass the person" or to "gather  
 24      information for use in proceedings other than the pending suit"). Amazon further objects to this  
 25      Request as overbroad, unduly burdensome, and not proportionate to the needs of the Actions,  
 26      insofar as it fails to provide a time frame regarding the information requested. Amazon further  
 27      objects to the phrases and terms "providing drafts or comments on Publications to be published  
 28      over the name of a third party," "connecting reporters to third parties," "competition," "market

1 definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity  
 2 policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and  
 3 undefined.

4 Subject to and in light of these objections, Amazon does not believe any response  
 5 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this  
 6 Request to the extent Plaintiffs can identify with specificity any information called for by this  
 7 Request that is relevant and reasonably tailored to the needs of the Actions that has not already  
 8 been provided or is not otherwise already reasonably accessible to Plaintiffs.

9 **INTERROGATORY NO. 10:**

10 Identify with specificity each Publication for which Amazon or its Agents  
 11 communicated with each of the following individuals: Eleanor Fox; Herbert Hovenkamp; Joshua  
 12 Wright; Geoffe Manne; Dave Kully; Carl Shapiro.

13 **ANSWER:**

14 Amazon objects to this Request as overbroad, unduly burdensome, not  
 15 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,  
 16 to the extent it seeks information regarding “Publications for which Amazon or its Agents  
 17 communicated with” the identified individuals regardless of whether such information has any  
 18 connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or  
 19 proportionate to the needs of the Actions to identify each “Publication” for which “Amazon” or  
 20 its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have  
 21 communicated with the identified individuals, nor is such an inquiry relevant to Plaintiffs’ claims.  
 22 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s  
 23 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and  
 24 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach  
 25 the integrity of persons who have not been identified as witnesses and will not serve as witnesses  
 26 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)  
 27 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather  
 28 information for use in proceedings other than the pending suit”). By way of further response,

1 Amazon states that Request No. 10 was (as Plaintiffs concede) motivated by antitrust scholar Dr.  
 2 Herbert Hovenkamp's critique of their proposed market definition in the Actions, discussed  
 3 during the "Economics Day" hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D.  
 4 Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the  
 5 "Revolving Door Project" questioning Dr. Hovenkamp's impartiality as to companies that are not  
 6 even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr.  
 7 Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project's claims.  
 8 See Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM),  
 9 <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received "[n]o  
 10 payments since [2002], no grants, and no paid board memberships" from any technology  
 11 company); see also Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM),  
 12 <https://tinyurl.com/3uxpkh9a> ("[I] get no money from CTIC [Center for Technology, Innovation  
 13 & Competition at his university, the University of Pennsylvania] and none from any single firm.  
 14 My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking  
 15 through what is entailed if every academic had to run every general funding source all the way up  
 16 the ladder."). Further, there is no conceivable connection between the other identified individuals  
 17 to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request  
 18 as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule  
 19 26(b)(4)(D), insofar as it improperly seeks the disclosure of information regarding experts not  
 20 retained by Amazon in connection with the Actions or otherwise seeks information regarding the  
 21 opinions of experts "retained . . . in anticipation of litigation or to prepare for trial and who is not  
 22 expected to be called as a witness at trial." Amazon further objects to this Request as not  
 23 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the  
 24 Actions, which forecloses Plaintiffs from seeking "discovery or disclosure with respect to non-  
 25 testifying experts." *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.  
 26 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants  
 27 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in  
 28 connection with other matters, that relationship is irrelevant to the Actions. Amazon further

objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure. Amazon further objects to this Request in that it calls for information more readily available from third parties, including but not necessarily limited to the individuals identified by the Request.

Subject to and in light of these objections, Amazon does not believe any response to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this Request to the extent Plaintiffs can identify with specificity any information called for by this Request that is relevant and reasonably tailored to the needs of the Actions that has not already been provided or is not otherwise already reasonably accessible to Plaintiffs.

**INTERROGATORY NO. 11:**

Identify with specificity the amount of money paid directly or indirectly (including through financial contributions to institutions they work for or have a professional relationship with such as a board seat) to each of the following individuals: Eleanor Fox, Herbert Hovenkamp; Joshua Wright; Geoff Manne; Dave Kully; Carl Shapiro.

**ANSWER:**

Amazon objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks “the amount of money paid directly or indirectly (including through financial contributions to institutions they work for or have a professional relationship with such as a board seat)” to the identified individuals, regardless of whether such information has any connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and every “institution” that the identified individuals may “work for” or “have a professional relationship with such as a board seat” so as to respond to this Request, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon further objects to this Request in that it appears intended to harass and annoy Amazon, its employees and third

1 parties, to increase the cost of litigation, and to impeach the integrity of persons who have not  
 2 been identified as witnesses and will not serve as witnesses in the Actions. *See Oppenheimer*  
 3 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s  
 4 aim is to . . . harass the person” or to “gather information for use in proceedings other than the  
 5 pending suit”). By way of further response, Amazon states that Request No. 11 was (as Plaintiffs  
 6 concede) motivated by antitrust scholar Dr. Herbert Hovenkamp’s critique of their proposed  
 7 market definition in the Actions, discussed during the “Economics Day” hearing held in *FTC v.*  
 8 *Amazon.com, Inc.*, No. 23-cv-01495 (W.D. Wash.), and that the sole basis for the Requests is the  
 9 speculation contained in a 2021 letter by the “Revolving Door Project” questioning Dr.  
 10 Hovenkamp’s impartiality as to companies that are not even litigants in the Actions. Amazon is  
 11 surprised to see Plaintiffs question the integrity of Dr. Hovenkamp, especially in light of his direct  
 12 repudiation of the Revolving Door Project’s claims. *See* Herbert Hovenkamp, (@Sherman1890),  
 13 X.COM (Nov. 3, 2021, 3:55 PM), <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door  
 14 Project that he has received “[n]o payments since [2002], no grants, and no paid board  
 15 memberships” from any technology company); *see also* Herbert Hovenkamp (@Sherman1890),  
 16 X.COM (June 9, 2024, 7:19 PM), <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC  
 17 [Center for Technology, Innovation & Competition at his university, the University of  
 18 Pennsylvania] and none from any single firm. My \$ are all from the Upenn and [W]harton General  
 19 employment funds. You are not thinking through what is entailed if every academic had to run  
 20 every general funding source all the way up the ladder.”). Further, there is no conceivable  
 21 connection between the other identified individuals to the Actions at bar and they are thus equally  
 22 irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of  
 23 Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the  
 24 disclosure of information regarding experts not retained by Amazon in connection with the  
 25 Actions or otherwise seeks information regarding the opinions of experts “retained . . . in  
 26 anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at  
 27 trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and  
 28 Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from

1 seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No.  
 2 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained  
 3 experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as  
 4 Amazon retained those individuals as experts in connection with other matters, that relationship  
 5 is irrelevant to the Actions. Amazon further objects to the terms “paid directly or indirectly,”  
 6 “institutions they work for,” and “have a professional relationship with such as a board seat,” as  
 7 vague and undefined. Amazon further objects to this Request as overly broad, unduly  
 8 burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time  
 9 frame regarding the information requested. Amazon further objects to this Request in that it calls  
 10 for information more readily available from third parties, including but not necessarily limited to  
 11 the individuals identified by the Request.

12 Subject to and in light of these objections, Amazon does not believe any response  
 13 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this  
 14 Request to the extent Plaintiffs can identify with specificity any information called for by this  
 15 Request that is relevant and reasonably tailored to the needs of the Actions that has not already  
 16 been provided or is not otherwise already reasonably accessible to Plaintiffs.

17 **INTERROGATORY NO. 12:**

18 Identify with specificity each third party that Amazon makes financial  
 19 contributions to that do work related to competition, market definition, retail markets, online  
 20 markets, markets for marketplace services, most-favored-nation (MFN or PMFN) or price parity  
 21 policies, MMAs, or price competitiveness, including, but not limited to, trade groups, think tanks,  
 22 academic institutions (including affiliated entities such as the Global Antitrust Institute), and non-  
 23 profits.

24 For each such third party, identify with specificity the amount of financial  
 25 contributions paid by Amazon.

26 **ANSWER:**

27 Amazon objects to this Request as overbroad, unduly burdensome, not  
 28 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,

1 to the extent it seeks “each third party that Amazon makes financial contributions to that do work  
 2 related to” the topics identified, regardless of whether such information has any connection to the  
 3 Actions or allegations, claims or defenses therein. It is not practical, reasonable, or proportionate  
 4 to the needs of the Actions to identify each and every “trade group,” “think tank,” “academic  
 5 institution,” “affiliated entit[y],” “non-profit,” and other “third party” to which Amazon may have  
 6 made a financial contribution. Amazon further objects to this Request in that it appears intended  
 7 to harass and annoy Amazon, its employees and third parties, to increase the cost of litigation, and  
 8 to impeach the integrity of persons who have not been identified as witnesses and will not serve  
 9 as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17  
 10 (1978) (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather  
 11 information for use in proceedings other than the pending suit”). Amazon further objects to this  
 12 Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to  
 13 Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of information regarding experts  
 14 not retained by Amazon in connection with the Actions or otherwise seeks information regarding  
 15 the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is  
 16 not expected to be called as a witness at trial.” Amazon further objects to this Request as not  
 17 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the  
 18 Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-  
 19 testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.  
 20 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants  
 21 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in  
 22 connection with other matters, that relationship is irrelevant to the Actions. Amazon further  
 23 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of  
 24 the Actions, insofar as it fails to provide a time frame regarding the information requested.  
 25 Amazon further objects to this Request insofar as it calls for information protected by (a) the  
 26 attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory,  
 27 common law or regulatory protection, immunity, or proscription from disclosure. Amazon further  
 28 objects to this Request as it includes, at minimum, two discrete subparts and thus is counted as

1 two Requests. Amazon further objects to the terms “each third party,” “financial contributions,”  
 2 “do work related to,” “trade groups,” “think tanks,” “academic institutions,” and “affiliated  
 3 entities” as vague and undefined.

4 Subject to and in light of these objections, Amazon does not believe any response  
 5 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this  
 6 Request to the extent Plaintiffs can identify with specificity any information called for by this  
 7 Request that is relevant and reasonably tailored to the needs of the Actions that has not already  
 8 been provided or is not otherwise already reasonably accessible to Plaintiffs.

9 **INTERROGATORY NO. 13:**

10 Identify all Persons with whom Amazon or its Agents have communicated since  
 11 2014 regarding Publications that did or potentially would express opinions on the effect of  
 12 Amazon’s use of the challenged PMFN or MMAs on competition or an opinion on the relevant  
 13 market in which to assess the competitive effects of Amazon’s operation of its online store.

14 **ANSWER:**

15 Amazon objects to this Request as overbroad, unduly burdensome, not  
 16 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,  
 17 insofar as it seeks “all Persons with whom Amazon or its Agents have communicated” regarding  
 18 “Publications that did or potentially would express opinions” on the topics identified, regardless  
 19 of whether such information has any connection to the Actions or to the claims or defenses therein.  
 20 It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and  
 21 every “Person” with whom Amazon or its “Agents” (as defined by the Requests or as defined by  
 22 any reasonable definition) may have communicated regarding “Publications that did or potentially  
 23 would express opinions” on the topics identified so as to respond to this Request, nor is such an  
 24 inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection  
 25 above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request in  
 26 that it appears intended to harass and annoy Amazon, its employees and third parties, to increase  
 27 the cost of litigation, and to impeach the integrity of persons who have not been identified as  
 28 witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders,*

1 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim is to . . . harass  
 2 the person” or to “gather information for use in proceedings other than the pending suit”).  
 3 Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure,  
 4 including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of  
 5 information regarding experts not retained by Amazon in connection with the Actions or  
 6 otherwise seeks information regarding the opinions of experts “retained . . . in anticipation of  
 7 litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon  
 8 further objects to this Request as not consistent with the Stipulated Motion and Order Regarding  
 9 Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or  
 10 disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*,  
 11 Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on  
 12 the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained  
 13 those individuals as experts in connection with other matters, that relationship is irrelevant to the  
 14 Actions. Amazon further objects to this Request insofar as it calls for information protected by  
 15 (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional,  
 16 statutory, common law or regulatory protection, immunity, or proscription from disclosure.  
 17 Amazon further objects to the Request in that it proposes a time frame that is larger than the  
 18 Proposed Class Period in any of the Actions and therefore seeks information that is not relevant  
 19 to the Actions. Amazon further objects to the terms “communicated,” “did or potentially would  
 20 express opinions on the effect of,” “an opinion on the relevant market in which to assess the  
 21 competitive effects” and “Amazon’s operation of its online store” as vague and undefined.

22                   Subject to and in light of these objections, Amazon does not believe any response  
 23 to this Request is warranted, but it is willing to meet and confer with Plaintiffs regarding this  
 24 Request to the extent Plaintiffs can identify with specificity any information called for by this  
 25 Request that is relevant and reasonably tailored to the needs of the Actions that has not already  
 26 been provided or is not otherwise already reasonably accessible to Plaintiffs.

## **REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION NO. 105:**

All Documents relating to Your answers in response to Interrogatory No. 8.

**ANSWER:**

Amazon objects to this Request on each and every ground to which it objected to

defenses of any party, to the extent it seeks documents reflecting “*each economist, antitrust scholar and/or each economic association* to whom Amazon or its Agents have provided payment or funding in connection with his, her, or its economic, academic, or opinion work.” It is not practical, reasonable, or proportionate to the needs of the Actions to produce documents regarding each economist, antitrust scholar or economic association with which “Amazon” or its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have had a relationship, nor is such an inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to the terms “economist,” “antitrust scholar,” “economic association,” “research grants,” “economics research papers,” “litigation consulting services,” “competition,” “market definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and undefined. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure.

Subject to these objections, Amazon states that it is willing to meet and confer with Plaintiffs regarding this Request.

**REQUEST FOR PRODUCTION NO. 106:**

All Documents relating to Your answers in response to Interrogatory No. 9.

**ANSWER:**

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 9. Amazon objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party, to the extent it seeks documents regarding each “Publication Amazon or its Agents placed, updated, authored, or published in coordination with other Persons, including . . . providing drafts

1 or comments on Publications to be published over the name of a third party, providing information  
 2 on background, or connecting reporters to third parties for quotes or comments.” It is not practical,  
 3 reasonable, or proportionate to the needs of the Actions to produce documents reflecting each and  
 4 every Publication as to which “Amazon” or its “Agents” (as defined by the Requests or as defined  
 5 by any reasonable definition) may have provided “information on background” or spoke with a  
 6 reporter regarding Amazon’s business, nor is such an inquiry relevant to Plaintiffs’ claims.  
 7 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s  
 8 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and  
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach  
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses  
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)  
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather  
 13 information for use in proceedings other than the pending suit”). Amazon further objects to this  
 14 Request as overbroad, unduly burdensome, and not proportionate to the needs of the Actions,  
 15 insofar as it fails to provide a time frame regarding the information requested. Amazon further  
 16 objects to the phrases and terms “providing drafts or comments on Publications to be published  
 17 over the name of a third party,” “connecting reporters to third parties,” “competition,” “market  
 18 definition,” “retail markets,” “online markets,” “markets for marketplace services,” “price parity  
 19 policies,” “price competitiveness,” and “Amazon’s specific business practices” as vague and  
 20 undefined.

21 Subject to these objections, Amazon states that it is willing to meet and confer with  
 22 Plaintiffs regarding this Request.

23 **REQUEST FOR PRODUCTION NO. 107:**

24 All Documents relating to Your answers in response to Interrogatory No. 10.

25 **ANSWER:**

26 Amazon objects to this Request on each and every ground to which it objected to  
 27 Interrogatory No. 10. Amazon further objects to this Request as overbroad, unduly burdensome,  
 28 not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any

1 party, to the extent it seeks documents regarding “Publications for which Amazon or its Agents  
 2 communicated with” the identified individuals regardless of whether such information has any  
 3 connection to the Actions or to the claims or defenses therein. It is not practical, reasonable, or  
 4 proportionate to the needs of the Actions to identify each “Publication” for which “Amazon” or  
 5 its “Agents” (as defined by the Requests or as defined by any reasonable definition) may have  
 6 communicated with the identified individuals, nor is such an inquiry relevant to Plaintiffs’ claims.  
 7 Amazon specifically adopts its Tenth General Objection above to the definition of “Amazon’s  
 8 Agents” herein. Amazon further objects to this Request in that it appears intended to harass and  
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach  
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses  
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)  
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather  
 13 information for use in proceedings other than the pending suit”). By way of further response,  
 14 Amazon states that Request No. 107 was (as Plaintiffs concede) motivated by antitrust scholar Dr.  
 15 Herbert Hovenkamp’s critique of their proposed market definition in the Actions, discussed  
 16 during the “Economics Day” hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D.  
 17 Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the  
 18 “Revolving Door Project” questioning Dr. Hovenkamp’s impartiality as to companies that are not  
 19 even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr.  
 20 Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project’s claims.  
 21 *See* Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM),  
 22 <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received “[n]o  
 23 payments since [2002], no grants, and no paid board memberships” from any technology  
 24 company); *see also* Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM),  
 25 <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC [Center for Technology, Innovation  
 26 & Competition at his university, the University of Pennsylvania] and none from any single firm.  
 27 My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking  
 28 through what is entailed if every academic had to run every general funding source all the way up

the ladder.”). Further, there is no conceivable connection between the other identified individuals to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not retained by Amazon in connection with the Actions or otherwise seeks documents regarding the opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects to this Request as not consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained those individuals as experts in connection with other matters, that relationship is irrelevant to the Actions. Amazon further objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of the Actions, insofar as it fails to provide a time frame regarding the information requested. Amazon further objects to this Request insofar as it calls for information protected by (a) the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common law or regulatory protection, immunity, or proscription from disclosure. Amazon further objects to this Request in that it calls for documents more readily available from third parties, including but not necessarily limited to the individuals identified by the Request.

Subject to these objections, Amazon states that it is willing to meet and confer with Plaintiffs regarding this Request.

**REQUEST FOR PRODUCTION NO. 108:**

All Documents relating to Your answers in response to Interrogatory No. 11.

**ANSWER:**

Amazon objects to this Request on each and every ground to which it objected to Interrogatory No. 11. Amazon further objects to this Request as overbroad, unduly burdensome, not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any

1 party, to the extent it seeks documents regarding “the amount of money paid directly or indirectly  
 2 (including through financial contributions to institutions they work for or have a professional  
 3 relationship with such as a board seat)” to the identified individuals, regardless of whether such  
 4 documents have any connection to the Actions or to the claims or defenses therein. It is not  
 5 practical, reasonable, or proportionate to the needs of the Actions to identify each and every  
 6 “institution” that the identified individuals may “work for” or “have a professional relationship  
 7 with such as a board seat” so as to respond to this Request, nor is such an inquiry relevant to  
 8 Plaintiffs’ claims. Amazon further objects to this Request in that it appears intended to harass and  
 9 annoy Amazon, its employees and third parties, to increase the cost of litigation, and to impeach  
 10 the integrity of persons who have not been identified as witnesses and will not serve as witnesses  
 11 in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978)  
 12 (“discovery should be denied when a party’s aim is to . . . harass the person” or to “gather  
 13 information for use in proceedings other than the pending suit”). By way of further response,  
 14 Amazon states that Request No. 108 was (as Plaintiffs concede) motivated by antitrust scholar Dr.  
 15 Herbert Hovenkamp’s critique of their proposed market definition in the Actions, discussed  
 16 during the “Economics Day” hearing held in *FTC v. Amazon.com, Inc.*, No. 23-cv-01495 (W.D.  
 17 Wash.), and that the sole basis for the Requests is the speculation contained in a 2021 letter by the  
 18 “Revolving Door Project” questioning Dr. Hovenkamp’s impartiality as to companies that are not  
 19 even litigants in the Actions. Amazon is surprised to see Plaintiffs question the integrity of Dr.  
 20 Hovenkamp, especially in light of his direct repudiation of the Revolving Door Project’s claims.  
 21 *See* Herbert Hovenkamp, (@Sherman1890), X.COM (Nov. 3, 2021, 3:55 PM),  
 22 <https://tinyurl.com/ytj62jtw> (responding to the Revolving Door Project that he has received “[n]o  
 23 payments since [2002], no grants, and no paid board memberships” from any technology  
 24 company); *see also* Herbert Hovenkamp (@Sherman1890), X.COM (June 9, 2024, 7:19 PM),  
 25 <https://tinyurl.com/3uxpkh9a> (“[I] get no money from CTIC [Center for Technology, Innovation  
 26 & Competition at his university, the University of Pennsylvania] and none from any single firm.  
 27 My \$ are all from the Upenn and [W]harton General employment funds. You are not thinking  
 28 through what is entailed if every academic had to run every general funding source all the way up

1 the ladder.”). Further, there is no conceivable connection between the other identified individuals  
 2 to the Actions at bar and they are thus equally irrelevant. Amazon further objects to this Request  
 3 as not consistent with the Federal Rules of Civil Procedure, including but not limited to Rule  
 4 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not  
 5 retained by Amazon in connection with the Actions or otherwise seeks documents regarding the  
 6 opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not  
 7 expected to be called as a witness at trial.” Amazon further objects to this Request as not  
 8 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the  
 9 Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-  
 10 testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.  
 11 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants  
 12 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in  
 13 connection with other matters, that relationship is irrelevant to the Actions. Amazon further  
 14 objects to the terms “paid directly or indirectly,” “institutions they work for,” and “have a  
 15 professional relationship with such as a board seat,” as vague and undefined. Amazon further  
 16 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of  
 17 the Actions, insofar as it fails to provide a time frame regarding the documents requested. Amazon  
 18 further objects to this Request in that it calls for information more readily available from third  
 19 parties, including but not necessarily limited to the individuals identified by the Request.

20 Subject to these objections, Amazon states that it is willing to meet and confer with  
 21 Plaintiffs regarding this Request.

22 **REQUEST FOR PRODUCTION NO. 109:**

23 All Documents relating to Your answers in response to Interrogatory No. 12.

24 **ANSWER:**

25 Amazon objects to this Request on each and every ground to which it objected to  
 26 Interrogatory No. 12. Amazon further objects to this Request as overbroad, unduly burdensome,  
 27 not proportionate to the needs of the Actions, and not relevant to the claims or defenses of any  
 28 party, to the extent it seeks “All” documents regarding “each third party that Amazon makes

1 financial contributions to that do work related to” the topics identified, regardless of whether such  
 2 information has any connection to the Actions or to the claims or defenses therein. It is not  
 3 practical, reasonable, or proportionate to the needs of the Actions to produce “All” documents  
 4 regarding each and every “trade group,” “think tank,” “academic institution,” “affiliated entit[y]”  
 5 “non-profit,” and other “third party” to which Amazon may have made a financial contribution.  
 6 Amazon further objects to this Request in that it appears intended to harass and annoy Amazon,  
 7 its employees and third parties, to increase the cost of litigation, and to impeach the integrity of  
 8 persons who have not been identified as witnesses and will not serve as witnesses in the Actions.  
 9 *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352 n.17 (1978) (“discovery should be  
 10 denied when a party’s aim is to . . . harass the person” or to “gather information for use in  
 11 proceedings other than the pending suit”). Amazon further objects to this Request as not  
 12 consistent with the Federal Rules of Civil Procedure, including but not limited to Rule  
 13 26(b)(4)(D), insofar as it improperly seeks the disclosure of documents regarding experts not  
 14 retained by Amazon in connection with the Actions or otherwise seeks documents regarding the  
 15 opinions of experts “retained . . . in anticipation of litigation or to prepare for trial and who is not  
 16 expected to be called as a witness at trial.” Amazon further objects to this Request as not  
 17 consistent with the Stipulated Motion and Order Regarding Expert Discovery entered in the  
 18 Actions, which forecloses Plaintiffs from seeking “discovery or disclosure with respect to non-  
 19 testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*, Dkt. No. 91 ¶ 6; *Brown*, Dkt. No.  
 20 138 ¶ 6. Insofar as Amazon has retained experts to consult on the Actions, those consultants  
 21 would not be subject to discovery. Insofar as Amazon retained those individuals as experts in  
 22 connection with other matters, that relationship is irrelevant to the Actions. Amazon further  
 23 objects to this Request as overly broad, unduly burdensome, and not proportionate to the needs of  
 24 the Actions, insofar as it fails to provide a time frame regarding the documents requested. Amazon  
 25 further objects to this Request insofar as it calls for information protected by (a) the attorney-  
 26 client privilege; (b) the work-product doctrine; or (c) any other constitutional, statutory, common  
 27 law or regulatory protection, immunity, or proscription from disclosure. Amazon further objects  
 28

1 to the terms “each third party,” “financial contributions,” “do work related to,” “trade groups,”  
 2 “think tanks,” “academic institutions,” and “affiliated entities” as vague and undefined.

3 Subject to these objections, Amazon states that it is willing to meet and confer with  
 4 Plaintiffs regarding this Request.

5 **REQUEST FOR PRODUCTION NO. 110:**

6 All Documents relating to Your answers in response to Interrogatory No. 13.

7 **ANSWER:**

8 Amazon objects to this Request on each and every ground to which it objected to  
 9 Interrogatory No. 13. Amazon objects to this Request as overbroad, unduly burdensome, not  
 10 proportionate to the needs of the Actions, and not relevant to the claims or defenses of any party,  
 11 insofar as it seeks “all Persons with whom Amazon or its Agents have communicated” regarding  
 12 “Publications that did or potentially would express opinions” on the topics identified, regardless  
 13 of whether such information has any connection to the Actions or to the claims or defenses therein.  
 14 It is not practical, reasonable, or proportionate to the needs of the Actions to identify each and  
 15 every “Person” with whom Amazon or its “Agents” (as defined by the Requests or as defined by  
 16 any reasonable definition) may have communicated regarding “Publications that did or potentially  
 17 would express opinions” on the topics identified so as to respond to this Request, nor is such an  
 18 inquiry relevant to Plaintiffs’ claims. Amazon specifically adopts its Tenth General Objection  
 19 above to the definition of “Amazon’s Agents” herein. Amazon further objects to this Request in  
 20 that it appears intended to harass and annoy Amazon, its employees and third parties, to increase  
 21 the cost of litigation, and to impeach the integrity of persons who have not been identified as  
 22 witnesses and will not serve as witnesses in the Actions. *See Oppenheimer Fund, Inc. v. Sanders*,  
 23 437 U.S. 340, 352 n.17 (1978) (“discovery should be denied when a party’s aim is to . . . harass  
 24 the person” or to “gather information for use in proceedings other than the pending suit”).  
 25 Amazon further objects to this Request as not consistent with the Federal Rules of Civil Procedure,  
 26 including but not limited to Rule 26(b)(4)(D), insofar as it improperly seeks the disclosure of  
 27 documents regarding experts not retained by Amazon in connection with the Actions or otherwise  
 28 seeks information regarding the opinions of experts “retained . . . in anticipation of litigation or to

1 prepare for trial and who is not expected to be called as a witness at trial.” Amazon further objects  
 2 to this Request as not consistent with the Stipulated Motion and Order Regarding Expert  
 3 Discovery entered in the Actions, which forecloses Plaintiffs from seeking “discovery or  
 4 disclosure with respect to non-testifying experts.” *Frame-Wilson*, Dkt. No. 121 ¶ 6; *De Coster*,  
 5 Dkt. No. 91 ¶ 6; *Brown*, Dkt. No. 138 ¶ 6. Insofar as Amazon has retained experts to consult on  
 6 the Actions, those consultants would not be subject to discovery. Insofar as Amazon retained  
 7 those individuals as experts in connection with other matters, that relationship is irrelevant to the  
 8 Actions. Amazon further objects to this Request insofar as it calls for documents protected by (a)  
 9 the attorney-client privilege; (b) the work-product doctrine; or (c) any other constitutional,  
 10 statutory, common law or regulatory protection, immunity, or proscription from disclosure.  
 11 Amazon further objects to the Request in that it proposes a time frame that is larger than the  
 12 Proposed Class Period in any of the Actions and therefore seeks information that is not relevant  
 13 to the Actions. Amazon further objects to the terms “communicated,” “did or potentially would  
 14 express opinions on the effect of,” “an opinion on the relevant market in which to assess the  
 15 competitive effects” and “Amazon’s operation of its online store” as vague and undefined.

16 Subject to these objections, Amazon states that it is willing to meet and confer with  
 17 Plaintiffs regarding this Request.

18  
 19 DATED this 24th day of April 2025.

20  
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